

AGREEMENT

BETWEEN

CITY OF MOUNT PLEASANT

and

PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES, IUPAT LOCAL 2003

POLICE DEPARTMENT

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ARTICLE 1 RECOGNITION

The Employer, City of Mount Pleasant, Iowa, recognizes the Union, Public Professional and Maintenance Employees, Local 2003, International Union of Painters and Allied Trades, AFL-CIO, as the sole and exclusive bargaining agent for all personnel as set forth in PERB Certification, Case No. 6001, dated May 24, 1999, as amended by Case No. 6039, dated July 29, 1999.

INCLUDED: All Police Officers, Patrolmen, Criminal Investigator and Sergeants.

EXCLUDED: Chief of Police, Lieutenant, Supervisors, Confidential Secretaries and all those excluded by the Act.

ARTICLE 2 DEFINITIONS

Section 2.01. Full-Time Employee. A “regular full-time employee” is an employee who has completed the probationary period and is compensated on average at least seventy (70) hours in a fourteen (14) day period.

Section 2.02. Part-Time Employee. The term “regular part-time employee” as used in this Agreement shall mean a person employed who has completed the probationary period and who is compensated on average less than seventy (70) hours in a fourteen (14) day pay period.

Section 2.03. Temporary Employee. The term “temporary employee” as used in this Agreement shall mean a person who is employed for a period of four (4) consecutive months or less in a temporary vacancy.

Section 2.04. Probationary Employee. All new employees shall be considered probationary employees until they have completed a probationary period of six (6) months of work, said period commencing on the date of graduation from the Iowa Law Enforcement Academy or upon hire if said employee is an Academy graduate prior to employment with the City. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. A probationary employee is eligible to receive and use all contractual fringe benefits.

Section 2.05. Act. The Iowa Public Employment Relations Act, identified as Chapter 20, Code of Iowa, 1999.

Section 2.06. Anniversary Date. The anniversary of the calendar date of the employee’s original date of hire by the employer.

Section 2.07. Bargaining Unit. The bargaining unit recognized by the Employer and defined in PERB Case #6001 of May 24, 1999, and amended by Case #6039 of July 29, 1999.

Section 2.08. Council. The members of the Mount Pleasant City Council.

Section 2.09. City. Mount Pleasant, Iowa.

Section 2.10. Employer. Mount Pleasant, Iowa, acting through its City Council, or such Elected Officials, Department Heads, or other persons designated by the City Council

to act on its behalf.

Section 2.11. PERB. The Iowa Public Employment Relations Board.

Section 2.12. Union. Public Professional and Maintenance Employees, IUPAT Local 2003, acting through its Business Representative, or such elected union officers or other persons designated by the Business Representative to act on his or her behalf.

ARTICLE 3 PAYROLL DEDUCTION

Section 3.01. Deduction. Upon receipt of a lawfully executed written authorization from an employee the Employer agrees to deduct regular monthly Union dues of such employee from his or her wages. The Union will notify the Employer in writing of the exact amount of Union dues to be deducted. An employee may rescind his or her deduction authorization by giving at least thirty (30) days written notice to the Employer. The Employer will notify the Union of any deduction revocation by the fifteenth day of the succeeding month.

Section 3.02. Remittance. The Employer will remit dues which have been deducted to the official designated by the Union in writing to receive such deductions by the fifteenth (15th) day of the succeeding month. The dues remittance shall include a list of employees from whom dues are deducted, last known address, last known rate of pay and the amount of dues deducted.

Section 3.03. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any of the provisions of this Article.

ARTICLE 4 EVALUATION

Section 4.01. Evaluation. If the Employer desires to establish a formal evaluation process for the purpose of improvement of job performance, the Employer will submit the evaluation process to the Union for approval prior to implementation of evaluation. If the Union objects to the instrument, criteria, or procedure then the Union and the Employer will negotiate an evaluation instrument, and if impasse is reached in negotiations, resolve the matter by arbitration.

Section 4.02. Probationary Employees. Probationary employees will be evaluated by the Chief or designee without reference to any formal evaluation process in order to determine their suitability for permanent employment.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 5.01. Definitions.

- (a) Grievance. A “grievance” shall mean a claim that alleges a violation of any of the terms or provisions of this agreement.
- (b) Grievant. A “grievant” shall mean an employee, a group of employees or the Union claiming or filing a grievance.
- (c) Day. The term “day” or “days” as applied to this article shall mean consecutive calendar days.

Section 5.02. Procedures. The processing of grievances shall be subject to the following procedures:

- (a) The failure of a grievant to timely grieve or appeal a grievance constitutes a waiver of the grievance or appeal process.
- (b) The failure of the Employer to timely respond at any step of the grievance process constitutes a denial of the grievance.
- (c) Any step of the grievance process may be waived by mutual agreement of the Employer and Union.
- (d) After the informal step, all grievances and responses shall be in writing.
- (e) Any written response to a grievance or grievance appeal will be delivered or mailed to the grievant and the Union.
- (f) A grievant shall have the right to be represented at all levels of the grievance process by a representative of his or her choice. However, if the Union is not the grievant’s representative, the Union shall nonetheless be entitled to be present and participate at any and all steps of the grievance process. The Union shall have no obligation to pay expenses of representation provided by other than a Union representative.
- (g) Any investigation of a grievance by the grievant, Union or its representatives shall be conducted so as to not interfere with or disrupt work activities or

assignments.

- (h) If an arbitration hearing is held during the grievant's work shift, or a Union steward's work shift when the steward is directly representing the grievant, the grievant and one steward who is directly representing the grievant will be released from work without loss of pay for the time necessary to attend the hearing. However, no such release shall require the payment of any overtime pay.
- (i) All meetings and hearings conducted under the grievance process shall be held in private and shall include only the grievant, Employer, Employer representatives, Union, Union representatives and witnesses. Arbitration hearings shall also be conducted as private hearings limited to the above named persons and the Arbitrator.

Section 5.03. Grievance Steps.

Informal Step. A grievant shall discuss a complaint or problem verbally with the Chief or Lieutenant within five (5) days after the grievant knew or should have known of the occurrence or the event giving rise to the grievance, in an effort to resolve the complaint or problem informally. The grievant shall indicate the section(s) of this agreement involved in the grievance, if known. Failure to perform the informal step shall not be a bar to filing a grievance at Step One.

Step One. If the grievance is not resolved at the informal step, or seven (7) days after the occurrence, it may be filed in writing by the grievant with the Chief of Police. The written grievance shall designate the specific section or sections of this agreement alleged to be violated and shall contain a statement specifying what relief or remedy is desired. The Chief or designee shall meet with the grievant and steward. The Chief or designee shall investigate the grievance, and provide a written response to the grievant within five (5) days after the conference.

Step Two. If the grievance is not resolved at Step One, the grievant may, within five (5) days following receipt of the Step One written response, submit the grievance to the City Administrator. The City Administrator may confer with the City Council or its members prior to the response to the grievant. The City Administrator shall provide a written response to the grievance within fifteen (15) days providing a copy to the grievant and Union. The City Administrator shall meet with the grievant and grievant's representative, if any, prior to providing a written response. If such meeting is conducted during work time, it shall be held without loss of pay to the grievant and one Union representative who is an employee in

paid status.

Step Three. Arbitration. If the grievance is not resolved at Step Two, it may be appealed to arbitration by written notice of request for arbitration, submitted to the City Council within ten (10) days after the written decision in Step Two is received. Notice of such submission shall be in writing, and shall be served by the Union except when the grievant is not represented by the Union and then the grievant shall make the service, and shall state the specific section(s) of the agreement which is (are) to be considered by the arbitrator and the specific relief requested. When a timely request has been made for arbitration, the Iowa Public Employment Relations Board shall be requested to submit a list of five (5) arbitrators to the parties. If the grievant chooses representation by the Union, then neither the Union nor the grievant may compel arbitration without the consent of the other.

Section 5.04. Arbitrator Selection. Within five (5) days after receipt of the list of arbitrators, representatives of the parties shall meet and toss a coin with the winner to determine who shall first strike a name from the list and shall then alternately strike names from the list until one remains and that person shall act as the arbitrator. The arbitrator selected shall schedule a hearing on the grievance, and after hearing such evidence as the parties desire to present, shall render a written opinion and award within sixty (60) days of the hearing. If post-hearing briefs are requested, the hearing will be considered closed upon the arbitrator's receipt of the briefs of both parties. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted.

Section 5.05. Arbitrator Authority. The arbitrator shall have no authority to add to, subtract from, change, modify or amend or disregard any of the terms of any part of this agreement. The arbitrator shall have no authority to substitute his/her discretion for that of the Employer in any matter reserved to the Employer's discretion by law or under the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer and the grievant. Awards will not be retroactively applied beyond the date of the occurrence giving rise to the grievance. Within the scope of the arbitrator's authority, the arbitrator shall be empowered to include in any award remedies as the arbitrator deems proper.

Section 5.06. Arbitrator Expenses. The grievant and the Employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses incurred during the grievance and arbitration process. If a court reporter is used during the hearing and requested by both parties, the expenses related to the reporter will be shared equally by the grievant and the Employer. The arbitrator may not hear more than one grievance unless the grievances involve more than one employee and the same facts, or the presentation of

more than one grievance is mutually agreed to by the Employer and the grievant. If the grievant is represented by someone other than the Union, the Union shall not have any obligation to pay expenses or fees of the arbitrator, or share the grievant's costs.

ARTICLE 6 SENIORITY

Section 6.01. Seniority Definition. Seniority means an employee's length of continuous service with the Police Department since their last date of hire. Regular part-time employee's seniority shall be pro-rated as a percentage of a full-time employee's seniority based on number of hours scheduled per week.

Section 6.02. Probationary Employee Seniority. Probationary employees shall not acquire seniority until completion of the probationary period. Upon completion of the probationary period an employee shall acquire seniority which shall be retroactive to the employee's anniversary date.

Section 6.03. Loss of Seniority. An employee shall lose all seniority if the employee resigns, retires, is discharged or is laid off for a continuous period of one (1) year.

Section 6.04. Seniority Retention. Employees shall continue to retain seniority while on vacation or an approved leave of absence unless the employee is engaged in other gainful employment without prior approval while on an unpaid leave. If an employee leaves a bargaining unit position but remains an employee of the City, the employee's seniority in the bargaining unit shall continue as if the employee had remained a member of the bargaining unit.

Section 6.05. Seniority List. The Union shall be furnished with a seniority list and job classification of all bargaining unit employees within thirty (30) days following July 1 of each year. If any employee claims there is an error in seniority the employee shall notify the Employer within twenty (20) days following receipt of the list by the Union. If the Employer refuses to acknowledge and correct the alleged error, the affected employee shall be entitled to file a grievance within an additional twenty (20) days. The Employer shall also post the seniority in a conspicuous place in the workplace. However, any failure to post shall not be subject to grievance until an employee has requested a copy of said list and been refused.

ARTICLE 7 TRANSFER PROCEDURES

Section 7.01. Job Vacancies. Permanent vacancies and assignments in the bargaining unit shall be filled in order of the following procedures:

- (a) Voluntary transfer to assignments or shifts by current Unit employees;
- (b) Bid to a different job classification by current Unit employees;
- (c) Recall of laid off Unit employees;
- (d) New hire of persons outside the bargaining unit;
- (e) Involuntary transfer of a current Unit employee.

Section 7.02. Job Classification bidding. A permanent vacancy is an unfilled job classification within the bargaining unit. A permanent vacancy is created when the Employer increases the workforce, an employee's employment relationship is severed other than by layoff, or an employee is voluntarily or involuntarily demoted. No permanent vacancy in a job classification within the bargaining unit shall be filled by new hire until such vacancy has been posted by the Employer in a conspicuous place in the work force for seven (7) calendar days and notice of the vacancy mailed to the Union. During the seven (7) day period all current employees shall have the opportunity to apply for (bid) such position and have their applications considered. In determining the successful applicant, qualifications shall be the primary consideration. If qualifications are equal seniority shall control and the most senior applicant shall be awarded the position. Written notification shall be given to all unsuccessful bidders by the Chief of Police within three (3) days following a selection or rejection of all bidders. Qualified applicants outside the bargaining unit may be considered by the Employer after notification to applicants within the bargaining unit.

Section 7.03. New Job Classifications. If the Employer creates a new job classification which, by agreement, is within the bargaining unit, a vacancy in the classification will be filled by the bidding process set out in Section 7.02. An employee bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty working day period, the employee shall receive necessary training directly related to performance of the job. If such employee fails to satisfactorily perform the job within said period, he shall be returned to his former position.

Section 7.04. Involuntary Transfer. If a shift vacancy or a job classification vacancy cannot be filled by bid by current employees or new hire, then the Chief may involuntarily transfer the least senior employee in that job classification to that vacancy. Such involuntary transfer shall not exceed ninety (90) calendar days. Once the ninety day

period expires, if the vacancy has not been filled, then the next least senior employee shall be transferred, and the less senior employee returned to their former shift position.

Section 7.05. Special Assignments. Special assignments from within the bargaining unit, which the Chief at his discretion decides to fill by appointment shall include, but not be limited to: canine officer, DARE, and task forces. The Chief shall have the discretion to appoint any employee who indicates an interest in such assignments. If an employee working under special assignment is permitted to resign or is removed from that assignment by the Chief, that employee shall assume the shift and assignment of his replacement. If no replacement is made, then the employee can exercise his bumping rights to a new shift assignment. Employees displaced by such bumping shall be eligible to bump less senior employees in that job classification.

Section 7.06. Shift Preference. When a shift vacancy occurs due to an employee retirement or termination, all shifts in that job classification shall be opened for bid. Shift transfer bidding shall also occur annually from October 1 thru 10. Shift bidding shall be awarded on the basis of the greatest total time spent in that job classification with this employer, except that shift bidding within the classification of police officer shall be based upon the total time spent in any of the classifications identified within the collective bargaining agreement with this employer, except that the Chief may delay an experienced employee's bid to meet the operational needs of the department. A successful bid shall be for one (1) calendar year beginning on January 1 of the following year.

ARTICLE 8 LAYOFF AND RECALL

Section 8.01. Layoff Criteria. When the working force is to be reduced, employees will be laid off in the following order: (1) temporary (2) probationary (3) part-time (4) full time. The employee with the least bargaining unit seniority in the classification affected shall be first removed. The employee removed can then replace the employee with the least bargaining unit seniority in an equal or lower pay grade job classification provided the employee is qualified to perform the work and has greater seniority than the person being bumped. An employee who is bumped retains his bumping rights. An employee on layoff has no transfer or bidding rights. No regular full-time employee shall be laid off in any classification until all temporary, probationary, and part-time employees in the classification have been removed. Employees who exercise their bumping rights and temporary/probationary employees have no recall rights.

Section 8.02. Recall from Layoff. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided that they are fully qualified to perform the work to which they are recalled.

Section 8.03. Notice of Recall. Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall (with the first of the fifteen days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to the Union's Secretary/Treasurer, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list. If the City has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

ARTICLE 9 JOB CLASSIFICATION

Section 9.01. Job Classification. For the purpose of the administration of the Agreement, the employees within the bargaining unit shall be divided into the following job classifications: Police Officer, Sergeant and Criminal Investigator.

Section 9.02. Job Classification Changes. A change in employee classification will affect pay status as follows:

- (a) **Length of Service**
Employees shall advance to the next step on the pay scale for a job classification upon meeting the required number of months or years of service based on the employee's length of service in that classification.
- (b) **Increase in Pay**
An employee who successfully bids or is transferred or bumped to a job classification in a higher pay scale shall be placed in a step equal to his former rate of pay or the next higher rate of pay if the former pay step does not exist in the new classification.
- (c) **Decrease in Pay**
An employee who is transferred or bumped to a job classification in a lower pay scale shall be placed on a step equal to his former rate of pay or the next lower hourly rate of pay if the former pay step does not exist in the new classification.
- (d) **Return from Layoff**
When an employee following layoff is recalled in the same classification from which he was laid off, he shall be placed in the same pay step that he occupied at the time of layoff.
- (e) **When an employee following layoff is recalled to a lower classification than from which he was laid off he shall be placed on the same step as his former classification but receive the step pay scale of the lower classification.**

ARTICLE 10 COMPENSATION

Section 10.01. Wage Rates. Employees shall be compensated for their regular straight-time hours worked pursuant to the schedule set forth in Exhibit A, attached hereto and incorporated herein by this reference as though fully set forth. All hourly wage rates in Exhibit A shall increase four percent (4%) effective July 1, 2007, four percent (4%) effective July 1, 2008, and four percent (4%) effective July 1, 2009.

Section 10.02. Pay Periods. Time sheets are to be turned in to the Department Head on Monday following each two (2) week pay period. Paychecks will be issued on the Friday following the end of the pay period based on actual hours worked that pay period. In the event pay day is a holiday, paychecks shall be issued on the last workday prior to the holiday.

Section 10.03. Canine Pay. Canine handlers shall receive one (1) hour credited to each work shift for canine and kennel care. Such hour shall be with straight time pay and be duty-free.

Section 10.04. Call in Pay and Court Appearance. An employee who is called in to work outside of his/her regularly scheduled shift shall be provided at least two (2) hours of work paid at the regular hourly rate. A required court appearance by an employee shall be considered time worked. A minimum of two (2) hours shall be compensated at the regular hourly rate. The above hours may qualify for overtime compensation at the overtime rate under Section 11.03.

Section 10.05. Longevity Pay. Eligibility guidelines for, and amounts of, longevity pay are set forth below. Eligible employees shall receive longevity pay in a lump sum on the last pay day in November (based on completed years of service as of November 1), or in a pro-rated lump sum upon termination of employment from the employees last anniversary date.

After 8-10 years	\$300 per year
After 11-15 years	\$400 per year
After 16-20 years	\$500 per year

ARTICLE 11 HOURS OF WORK AND OVERTIME

Section 11.01 Normal Hours. The normal work day shall be eight and one-quarter ($8\frac{1}{4}$) hours in a twenty-four (24) hour period and the normal work cycle shall be four (4) days on duty, two (2) days off duty, five (5) days on duty, and two (2) days off duty with this schedule repeating in sequence. The normal work cycle for criminal investigation and power shift shall be eight (8) hours in a twenty-four (24) hour period for five (5) days on duty, and two (2) days off duty, repeating in sequence.

Section 11.02. Shifts. Work shifts will be established at the discretion of the Chief. Notice of monthly shift assignments will be posted fourteen (14) days in advance.

Section 11.03. Overtime. Hours worked in excess of eighty-two and one-half ($82\frac{1}{2}$) hours in a fourteen (14) day period or in excess of eight and one-quarter ($8\frac{1}{4}$) hours in one work day shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate. All hours of compensated leave shall be calculated as hours of work for the purpose of computing overtime. Temporary schedule changes shall not be made to avoid overtime.

Section 11.04. Overtime Distribution. The Chief of Police, or his designee(s), shall have the right to require overtime work. In non-emergency situations for foreseeable overtime, the Chief or his designee shall post in advance overtime opportunities before assigning required overtime or offering the opportunities to any other persons. Full-time officers with the least overtime worked in the last six (6) months shall be given first preference among volunteers. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability, and experience they may possess. Employees who are called in and required to work on their scheduled day off shall be paid at the overtime rate of one and one-half (1.5) times the employee's regular hourly rate.

Section 11.05. Pyramiding of Overtime. Overtime shall not be paid more than once for the same hours worked.

Section 11.06. Meal Periods. The Employer shall grant with pay a meal period of at least thirty (30) minutes for all employees. Meal periods are scheduled as near the middle of the shift as possible.

Section 11.07. Break Periods. The Employer shall grant with pay two (2) rest periods of fifteen (15) minutes duration. Each break period will be scheduled as near to the

middle of the first and second half of the shift as possible.

Section 11.08. Compensatory Time. Employees may elect to receive compensatory time off for overtime hours worked at the rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked. Use of compensatory time shall be scheduled with the approval of the Chief of Police or his designee(s). Compensatory time may be accumulated up to a maximum of one hundred twenty (120) total hours. Compensatory time must be used by the employee and will not be paid as wages unless or until the employee terminates his or her employment.

ARTICLE 12 LEAVES OF ABSENCE

Section 12.01. Sick Leave Accumulation. Each regular full-time employee shall accrue sick leave at the rate of eight (8) hours per month of continuous employment. The accrual shall be credited the first pay check of the following month. Employees may accumulate up to a maximum of 960 hours of sick leave.

Section 12.02. Use of Sick Leave. Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work.
- B. Up to five (5) days per year for care of spouse or child or for paternity leave.
- C. Medical or dental appointments which cannot be scheduled during non-working hours.

Section 12.03. Sick Leave Verification. The Employer reserves the right to require satisfactory proof of illness which may include a physician's statement or other evidence.

Section 12.04. Sick Leave Notification. When absences due to sickness are necessitated, the employee shall notify the supervisor prior to the beginning of his scheduled reporting time.

Section 12.05. Funeral Leave: Death in the Family. Up to five (5) days leave of absence with full pay will be granted to an employee in case of death of a spouse or child and up to three (3) days in case of death of a father, step-father, mother, step-mother, brother, sister, grandfather, grandmother, grandchild and comparable relatives of the spouse. The purpose of this leave is to facilitate with the employee's participation in those activities normally associated with the loss of a relative by death. The leave may commence the day of death, but will not be allowed or used as an extension of any employee's off duty days. When the funeral is scheduled for the employee's off duty day, said leave will be granted for the day following the day of the funeral.

Section 12.06. Funeral Leave: Death of Others. The Chief in his discretion may allow an employee the necessary time off with or without pay to attend the funeral of members of the family not listed above under Section 12.05 or of a close family friend.

Section 12.07. Pallbearer Leave. Employees will be granted one-half (1/2) day off with pay for service as a pallbearer.

Section 12.08. Jury Duty Leave. Any employee selected for jury duty shall receive

a paid leave of absence for the time he spends on such duty. If an employee is called for jury duty, the employee should promptly notify his immediate supervisor. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a juror, except mileage. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 12.09. Unpaid Leave. Non-probationary employees shall be eligible for unpaid leaves of absence. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day or work prior to the leave. Unpaid leave of absence for a limited period shall be granted for any purpose reasonable in the judgment of the Department Head, who may deny a request if he/she determines that the department cannot function effectively without the employee's presence.

Section 12.10. Benefits During Unpaid Leave. During an unpaid leave of absence of more than thirty (30) calendar days the employee:

- A. Must pay any insurance premiums due during any month the employee is not on the payroll if coverage is desired, and must, before the leave starts, make necessary arrangements with the Employer Officer to provide the payments.
- B. Shall not receive any other fringe benefits.
- C. Shall not accrue seniority, and shall have his anniversary date adjusted to reflect the length of the unpaid leave.
- D. Shall not accrue sick leave, vacation or other forms of leave.

Section 12.11. Disability/Injury Leave. An employee off work due to an on-the job injury or illness covered by Workers' Compensation may elect to receive normal pay from the Employer for his time off work. If an employee elects in writing to receive their normal pay, the Workers' Compensation check received by the employee will be signed over to the Employer. The difference between the normal pay and Workers' Compensation will be deducted on a pro rata basis to the nearest hour from the employee's accumulated sick leave. If the employee has no earned sick leave, then the employee retains the Workers' Compensation check and receives no pay from the Employer. An employee on Workers' Compensation shall continue to receive all Employer-paid benefits received by other employees.

Section 12.12. Personal Leave. Each employee shall receive one (1) paid personal day per year on July 1 of each fiscal year, or six (6) months after a date of hire if after July 1, and such personal day may not be carried over past June 30 of the fiscal year. The personal day may be used by the employee for whatever purpose the employee chooses, and

may be used in one-half (1/2) day increments. Employees must obtain approval from their immediate supervisor at least twenty-four (24) hours prior to the personal day requested, except in verifiable emergencies when the employee should notify his supervisor prior to the start of his shift.

Section 12.13. Federal Family Medical Leave Act Options. An employee who requests and is granted a leave of absence under the Federal 1993 Family Medical Leave Act shall have the following options:

- A. To substitute vacation time, compensatory time or personal leave of family medical leave for unpaid family medical leave. The employee shall exercise this option in writing to the Employer prior to the usage of family medical leave, and shall designate the type of leave to be substituted and the maximum amount to be deducted from any accumulations. Deductions from employee paid leave accumulations shall not exceed the amount of family medical leave taken.
- B. To continue to accrue seniority within the bargaining unit as if on paid leave of absence when substituting paid leave for unpaid family medical leave.
- C. To continue Employer paid coverage of all insurance benefits.

The Family Medical Leave Act twelve (12) week limitation shall be computed on a "rolling year" basis for each employee consisting of twelve (12) consecutive months following each usage.

Section 12.14. Sick Leave Reimbursement. Upon bona fide retirement from service, employees will convert unused sick leave to a salary payment not to exceed a maximum of thirty (30) days. At termination of employment, for any other reason, sick leave will also terminate.

ARTICLE 13 HOLIDAYS

Section 13.01. Designated Holidays. All employees are eligible for nine (9) paid holidays:

New Year's Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

Section 13.02. Pay for Holidays and Work on Holidays. Eligible employees shall receive a normal work day's pay for each of the holidays set forth in 13.01. Employees who are scheduled to work or called in to work on any of the recognized holidays in 13.01 shall be paid at the rate of two (2) times the regular hourly rate for all hours worked on the holiday, plus the paid holiday at the normal work day's pay.

Section 13.03. Eligibility for Holiday Pay. For shift employees, eligibility for premium pay for work on a holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day. An employee not scheduled to work on a holiday shall be credited with eight (8) or eight and one-quarter ($8\frac{1}{4}$) hours as applicable to a holiday bank to be used within one (1) year of its accrual.

Section 13.04. Holiday During Vacation. An employee will be granted an additional vacation day for any holiday which is observed during his vacation.

Section 13.05. Day of Celebration. A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday for any employee not on a seven-day-per-week rotation schedule. Employees on a seven-day-per-week rotating schedule shall celebrate a holiday on its calendar date (i.e., Christmas on December 25).

ARTICLE 14 VACATION

Section 14.01. Eligibility for Vacation. Each eligible employee shall be entitled to a vacation with pay in accordance with the schedule set out below based on the employee's anniversary date. Vacation will be credited and available for use in equal pay period increments (annual amount divided by 26). A day of vacation will accrue at 8.25 or 8 hours based upon the employee's shift assignment and will be paid at the employee's regular straight-time rate of pay in effect for that employee immediately preceding the vacation. When an employee has alternated between 8 and 8.25 hour shifts, that employee's vacation pay will be at the hourly amount applicable to the majority of shifts worked by the employee in the preceding three-month period. Employees will accrue vacation as follows:

Hire date through Year 7 10 days

Year 8 through Year 13 15 days
Plus a one-time 40 hour vacation bonus for Year 8 only

Year 14 through Year 20 20 days
Plus a one-time 40 hour vacation bonus for Year 14 only

Year 21 and subsequent 25 days
Plus a one-time 40 hour vacation bonus for Year 21 only

Except employees with pre-1989 vacation accruals shall continue at pre-1989 accrual rates and not be reduced in accrual rate while employees of the City.

Section 14.02. Scheduling of Vacation. In determining vacation periods, the Chief shall give consideration to employees' preferences, and in case of conflict, a first come-first served basis shall govern. However, no non-priority vacation period may be scheduled more than one (1) year in advance of the start of the vacation requested. Vacation requests must be dated and submitted in writing to the Chief or his designee, and the employee shall be provided a written response within seven (7) working days.

Priority vacation requests may be made throughout the month of November for the following calendar year. Such priority vacation requests shall be granted according to seniority with each employee receiving a maximum of two (2) weeks of priority vacation leave.

Vacation cannot be taken in less than eight (8) hour increments, except by approval of the Chief or his designee.

of the Chief or his designee.

Section 14.03. Vacation Pay upon Termination. Any unused vacation to which an employee is entitled will be paid by the City when employment is terminated.

Section 14.04. Accumulation. Employees may accumulate vacation time equal to the amount of vacation that could be earned over a two year period. However, accumulated vacation in excess of the maximum must be used prior to July 1 of each year or that excess accumulation will be forfeited.

ARTICLE 15 INSURANCE

Section 15.01. Health Insurance. The Employer shall provide employees with single health insurance coverage at no cost to the employee with those coverage requirements listed below. The Employer shall provide employees with dependent health insurance coverage with the employee to pay 25% effective July 1, 2007, then 26% effective July 1, 2008 and 27% effective July 1, 2008, of the cost of the difference between the single rate premium and the family rate premium with those coverage requirements listed below. Coverage levels shall be substantially comparable to those existing prior to the effective date of this agreement and shall include the following basic benefits:

	Single Plan	Family Plan
Deductible	\$250.00	\$500.00
Co-insurance	90/10	90/10
Out of pocket max.	\$500.00	\$1,000.00

The Employer reserves the right to change insurance carriers or self-insure as long as new coverage is substantially comparable to that being replaced. The union will be notified by the City prior to any change in insurance carrier.

Section 15.02. Dental Insurance. The Employer shall provide employees with single dental insurance coverage at no cost to the employee and the coverage levels shall be substantially comparable to those existing prior to the effective date of this agreement. The Employer shall provide employees with dependant dental insurance coverage with the employee to pay 35% of the cost of the difference between the single rate premium and the family rate premium and the coverage levels shall be comparable to those existing prior to the effective date of this agreement.

Section 15.03. Life Insurance. The Employer shall provide at no cost to each employee term life insurance coverage in the amount of thirty thousand dollars (\$30,000).

Section 15.04. Long Term Disability. The City will provide employees with long term disability insurance at the City's cost which provides benefits of up to sixty-six percent (66%) of the employee's regular monthly earnings.

Section 15.05. Pre-tax Reimbursement Account. All employees eligible to participate in the insurance programs may participate in the Employer's flexible spending plan, which under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

ARTICLE 16 SAFETY AND HEALTH

Section 16.01. The Employer will make reasonable provisions for the health and safety of its employees within the inherent limitations of law enforcement duties performed by the employees.

Section 16.02. Injury. An employee who is injured on the job, if physically possible, shall immediately report to a supervisor. An injured employee shall be provided with an escort and transportation if it is necessary, to take him or her to a doctor, his or her home, or to a hospital.

Section 16.03. Pay Status When Injured. When an employee is injured in the course of employment, the Employer shall pay the employee at his hourly rate of pay for the time lost the day of the injury, if it is necessary to send the employee to first aid facilities or to a doctor. If such doctor sends the employee home or the employee is hospitalized, the Employer shall pay the employee his hourly rate of pay for the remainder of the shift the day of the injury.

Section 16.04. Fitness Examination. If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require that the employee be examined by a qualified and licensed physician selected by the City. The City may also require all employees to take a complete physical exam as often as once per year. If the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance. If such examination is conducted during regular working hours, the employee will suffer no loss in pay and no sick leave usage will be charged to the employee.

ARTICLE 17
CLOTHING AND EQUIPMENT

Section 17.01. Uniforms. The Employer will furnish clothing, uniforms and equipment at the Employer's expense for each employee as shown in the attached Exhibit B. Such clothing as is damaged in the course of duty or no longer serviceable will be replaced in a timely fashion.

Section 17.02. Ownership. The City shall retain ownership of all clothing, uniforms and equipment furnished pursuant to Section 17.01, and the City may require that such clothing, uniforms and equipment be returned at termination of employment.

ARTICLE 18
INSERVICE TRAINING

Section 18.01. Training and Payment. The Chief may schedule and conduct inservice training seminars at any time during the year. Training sessions may be run in conjunction with shift meetings or at such other times the Chief may determine such training necessary. The Employer shall reimburse the employees required to attend inservice training for their time in attendance at any such session, providing they are not on duty at the time of the required training session. Employees who are required to attend such training during their off duty hours shall be reimbursed at their regular rate of pay or at the overtime rate if applicable for the time spent at such training and for out of pocket expenses (excluding mileage within Henry County). This provision shall also apply to a mandatory meeting where attendance is required by the City (excluding voluntary meetings where attendance is not required).

ARTICLE 19
MISCELLANEOUS

Section 19.01. Separability and Savings. Should any article, section or clause of this Agreement be declared invalid or illegal, such invalidity or illegality shall not affect any remaining article, section or clause not so adjudged and said remaining provisions shall remain in full force and effect.

Section 19.02. Entire Agreement/Finality. This Agreement supersedes all previous agreements between the Employer and the Union or any members thereof and unless expressly stated to the contrary herein constitutes the entire Agreement between the parties and concludes collective bargaining for its term. Any subsequent or supplemental agreements must be reduced to writing and executed by both parties to be effective. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance for the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Past practices which are not mandatory subjects of bargaining under Section 20.9 of the Act shall not constitute a part of this Agreement unless expressly stated to the contrary herein.

Section 19.03. Maintenance of Standards. As of the effective date of this Agreement and during its term, any part hereof or established practice which is a mandatory subject of bargaining under Section 20.9 of the Code of Iowa shall not be changed or modified except by mutual agreement of the Employer and the Union.

Section 19.04. Term. This agreement shall be in effect from July 1, 2007 until June 30, 2010.

Section 19.05 - Signatures and Witnesses. In witness thereof, the parties hereto have caused this contract to be executed by their duly authorized representatives this 16th day of March, 2007.

MOUNT PLEASANT, IOWA

By its John Freeman
Burt Schan
Florence Clomon

By the Employer's Representative

[Signature]

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES

By its Bargaining Team

Off Kudes
[Signature]
[Signature]

By the Union's Representative

Joseph C. [Signature]

EXHIBIT A - Page 1 of 3

PAY PLAN FOR SWORN PERSONNEL FYE 6-30-08

Day Shift (7 A.M. - 3 P.M.)

(Based on 2080 hours)

		Probation- ary 90% Step 1	Probation- ary 95% Step 1	Step 1	Step 2	Step 3	Step 4
Police Officer	Yearly	32,739.20	34,507.20	36,316.80	37,065.60	37,752.00	38,459.20
	Biweekly	1,258.82	1,327.04	1,396.93	1,425.60	1,452.00	1,479.20
	Hourly	15.74	16.59	17.46	17.82	18.15	18.49
Sergeant	Yearly			39,832.00	40,601.60	41,350.40	42,140.80
	Biweekly			1,532.00	1,561.60	1,590.40	1,620.80
	Hourly			19.15	19.52	19.88	20.26
Criminal Invest.	Yearly			37,419.20	38,188.80	38,958.40	39,707.20
	Biweekly			1,439.20	1,468.80	1,498.40	1,527.55
	Hourly			17.99	18.36	18.73	19.09
Canine Officer	Yearly			36,982.40	37,731.20	38,500.80	39,291.20
	Biweekly			1,422.40	1,451.20	1,480.80	1,511.20
	Hourly			17.78	18.14	18.51	18.89

Employees working Second Shift (3 P.M. - 11 P.M.) receive .20 per hour shift differential.
 Employees working Third Shift (11 P.M. - 7 A.M.) receive .40 per hour shift differential.
 Employees working Power Shift receive .30 per hour shift differential.

*There are 6 months between Probationary 90% Step 1 and Probationary 95% Step 1.

*There are 6 months between Probationary 95% Step 1 and Step 1.

*There is approximately 2% between Steps 1, 2, 3 & 4.

*There is 2 years between Step 1 & 2, Step 2 & 3, Step 3 & 4.

EXHIBIT A - Page 2 of 3

PAY PLAN FOR SWORN PERSONNEL FYE 6-30-09

Day Shift (7 A.M. - 3 P.M.)

(Based on 2080 hours)

		Probation- ary 90% Step 1	Probation- ary 95% Step 1	Step 1	Step 2	Step 3	Step 4
Police Officer	Yearly	34,049.60	35,880.00	37,772.80	38,542.40	39,270.40	39,998.40
	Biweekly	1,309.60	1,380.00	1,452.80	1,482.40	1,510.40	1,538.40
	Hourly	16.37	17.25	18.16	18.53	18.88	19.23
Sergeant	Yearly			41,433.60	42,224.00	43,014.40	43,825.60
	Biweekly			1,593.60	1,624.00	1,654.40	1,685.60
	Hourly			19.92	20.30	20.68	21.07
Criminal Invest.	Yearly			38,916.80	39,707.20	40,518.40	41,288.00
	Biweekly			1,496.80	1,527.20	1,558.40	1,588.00
	Hourly			18.71	19.09	19.48	19.85
Canine Officer	Yearly			38,459.20	39,249.60	40,040.00	40,872.00
	Biweekly			1,479.20	1,509.60	1,540.00	1,572.00
	Hourly			18.49	18.87	19.25	19.65

Employees working Second Shift (3 P.M. - 11 P.M.) receive .20 per hour shift differential.
 Employees working Third Shift (11 P.M. - 7 A.M.) receive .40 per hour shift differential.
 Employees working Power Shift receive .30 per hour shift differential.

*There are 6 months between Probationary 90% Step 1 and Probationary 95% Step 1.

*There are 6 months between Probationary 95% Step 1 and Step 1.

*There is approximately 2% between Steps 1, 2, 3 & 4.

*There is 2 years between Step 1 & 2, Step 2 & 3, Step 3 & 4.

EXHIBIT A - Page 3 of 3

PAY PLAN FOR SWORN PERSONNEL FYE 6-30-10

Day Shift (7 A.M. - 3 P.M.)

(Based on 2080 hours)

		Probation- ary 90% Step 1	Probation- ary 95% Step 1	Step 1	Step 2	Step 3	Step 4
Police Officer	Yearly	35,401.60	37,315.20	39,291.20	40,081.60	40,851.20	41,600.00
	Biweekly	1,361.60	1,435.20	1,511.20	1,541.60	1,571.20	1,600.00
	Hourly	17.02	17.94	18.89	19.27	19.64	20.00
Sergeant	Yearly			43,097.60	43,908.80	4,740.80	45,572.80
	Biweekly			1,657.60	1,688.80	1,720.80	1,752.80
	Hourly			20.72	21.11	21.51	21.91
Criminal Invest.	Yearly			40,476.80	41,288.00	42,140.80	42,931.20
	Biweekly			1,556.80	1,588.00	1,620.80	1,651.20
	Hourly			19.46	19.85	20.26	20.64
Canine Officer	Yearly			39,811.20	40,809.60	41,641.60	42,515.20
	Biweekly			1,531.20	1,569.60	1,601.60	1,635.20
	Hourly			19.23	19.62	20.02	20.44

Employees working Second Shift (3 P.M. - 11 P.M.) receive .20 per hour shift differential.

Employees working Third Shift (11 P.M. - 7 A.M.) receive .40 per hour shift differential.

Employees working Power Shift receive .30 per hour shift differential.

*There are 6 months between Probationary 90% Step 1 and Probationary 95% Step 1.

*There are 6 months between Probationary 95% Step 1 and Step 1.

*There is approximately 2% between Steps 1, 2, 3 & 4.

*There is 2 years between Step 1 & 2, Step 2 & 3, Step 3 & 4.

EXHIBIT B - Page 1 of 2

UNIFORM AND EQUIPMENT ISSUED BY THE DEPARTMENT

I. CLOTHING

MINIMUM QUANTITY	DESCRIPTION
three (3)	Short sleeve shirts
three (3)	Long sleeve shirts
three (3)	Trousers
one (1)	Winter weight jacket (choice leather or cloth)
one (1)	Light weight jacket
one (1)	Rain coat
three (3)	Turtle necks or dickeys (for wear with winter uniform shirts)
one (1)	Sweater (if requested)
one (1)	Tie (worn for special occasions)
four (4)	Badges (hat, shirt, jacket and wallet)
one (1)	Name plate w/ "serving since"
one (1)	Set collar insignia (design varies according to rank)
one (1)	Whistle chain w/whistle
one (1)	Uniform hat w/rain cover
one (1)	Pair boots (replaced as needed)

EXHIBIT B - Page 2 of 2

UNIFORM AND EQUIPMENT ISSUED BY THE DEPARTMENT

one (1)	Pair dress shoes (replaced as needed)
two (2)	Pair gloves (winter and lighter pair)
one (1)	Ballistic vest (replaced at interval recommended by manufacturer)
one (1)	Duty belt
one (1)	Trouser belt
one (1)	Pepper spray (with belt pouch)
one (1)	Portable radio w/shoulder microphone
one (1)	Rechargeable flashlight w/belt pouch
one (1)	Double magazine pouch
two (2)	Pair handcuffs w/belt pouch and keys
one (1)	Rubber glove pouch
one (1)	Holster
one (1)	ASP baton w/belt pouch
one (1)	Key pouch
one (1)	Badge/ID case
fifty (50)	Rounds duty ammunition (replaced annually)

Any of the above items are replaced as needed, even if the officer does not have sufficient funds in their \$700.00 clothing allowance at the discretion of the Chief.